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 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ALLISON MICHELLE SMITH,

Defendant.

No. CR 2:22-cr-00132-AB

PLEA AGREEMENT FOR DEFENDANT
ALLISON MICHELLE SMITH

1. This constitutes the plea agreement between ALLISON
 MICHELLE SMITH ("defendant"), and the United States Attorney's
 Office for the Central District of California (the "USAO") in the
 above-captioned case. This agreement is limited to the USAO and
 cannot bind any other federal, state, local, or foreign prosecuting,
 enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a) At the earliest opportunity requested by the USAO and
 provided by the Court, appear and plead guilty to the information,

1 which charges defendant with interstate transportation of stolen
2 property, in violation of 18 U.S.C. § 2314.

3 b) Not contest facts agreed to in this agreement.

4 c) Abide by all agreements regarding sentencing
5 contained in this agreement.

6 d) Appear for all court appearances, surrender as
7 ordered for service of sentence, obey all conditions of any bond,
8 and obey any other ongoing court order in this matter.

9 e) Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
12 not within the scope of this agreement.

13 f) Be truthful at all times with Pretrial Services, the
14 United States Probation Office, and the Court.

15 g) Pay the applicable special assessment at or before
16 the time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the
20 conviction or sentence except a post-conviction collateral attack
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of
24 imprisonment imposed exceeds ten years.

25 k) Defendant agrees that any and all criminal debt
26 ordered by the Court will be due in full and immediately. The
27 government is not precluded from pursuing, in excess of any payment
28 schedule set by the Court, any and all available remedies by which

1 to satisfy defendant's payment of the full financial obligation,
2 including referral to the Treasury Offset Program.

3 1) Complete the Financial Disclosure Statement on a form
4 provided by the USAO and, within 30 days of defendant's entry of a
5 guilty plea, deliver the signed and dated statement, along with all
6 of the documents requested therein, to the USAO by either email at
7 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
8 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
9 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
10 criminal debt shall be assessed based on the completed Financial
11 Disclosure Statement and all required supporting documents, as well
12 as other relevant information relating to ability to pay.

13 m) Authorize the USAO to obtain a credit report upon
14 returning a signed copy of this plea agreement.

15 n) Consent to the USAO inspecting and copying all of
16 defendant's financial documents and financial information held by
17 the United States Probation and Pretrial Services Office.

18 o) Support the government's request that defendant's
19 supervised release include the following suspicionless search
20 conditions:

21 Defendant shall submit defendant's person and any
22 property, residence, vehicle, papers, computer, other
23 electronic communication or data storage devices or media,
24 and effects to search and seizure at any time of the day
25 or night by any law enforcement or probation officer, with
26 or without a warrant, and with or without cause. If
27 stopped or questioned by a law enforcement officer for any
28 reason, defendant shall notify that officer that defendant
is on federal supervised release and subject to search
with or without cause.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

1 a) Not contest facts agreed to in this agreement.

2 b) Except for criminal tax violations (including
3 conspiracy to commit such violations chargeable under 18 U.S.C.
4 § 371), not further criminally prosecute defendant for violations of
5 based on facts contained in the discovery. Defendant understands
6 that the USAO is free to criminally prosecute defendant for any
7 other unlawful past conduct or any unlawful conduct that occurs
8 after the date of this agreement. Defendant agrees that at the time
9 of sentencing the Court may consider the uncharged conduct in
10 determining the applicable Sentencing Guidelines range, the
11 propriety and extent of any departure from that range, and the
12 sentence to be imposed after consideration of the Sentencing
13 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

14 NATURE OF THE OFFENSE

15 4. Defendant understands that for defendant to be guilty of
16 interstate transportation of stolen property, in violation of Title
17 18, United States Code, Section 2314, the following must be true:
18 First, defendant transported, transmitted, or transferred stolen
19 property or money between one state and another; Second, at the time
20 that the property or money crossed the state border, the defendant
21 knew it was stolen; Third, the defendant intended to deprive the
22 owner of the ownership of the money or property temporarily or
23 permanently; and Fourth, the money or property was of the value of
24 \$5,000 or more.

25 PENALTIES AND RESTITUION

26 5. Defendant understands that the statutory maximum sentence
27 that the Court can impose for a violation of Title 18, United States
28 Code, Sections 2314, is: 10 years' imprisonment; a three-year period

1 of supervised release; a fine of \$250,000, or twice the gross gain
2 or loss, whichever is greatest; and a mandatory special assessment
3 of \$100.

4 6. Defendant understands that supervised release is a period
5 of time following imprisonment during which defendant will be
6 subject to various restrictions and requirements. Defendant
7 understands that if defendant violates one or more of the conditions
8 of any supervised release imposed, defendant may be returned to
9 prison for all or part of the term of supervised release authorized
10 by statute for the offense that resulted in the term of supervised
11 release, which could result in defendant serving a total term of
12 imprisonment greater than the statutory maximum stated above.

13 7. Defendant understands that, by pleading guilty, defendant
14 may be giving up valuable government benefits and valuable civic
15 rights, such as the right to vote, the right to possess a firearm,
16 the right to hold office, and the right to serve on a jury.
17 Defendant understands that once the court accepts defendant's guilty
18 plea, it will be a federal felony for defendant to possess a firearm
19 or ammunition. Defendant understands that the conviction in this
20 case may also subject defendant to various other collateral
21 consequences, including but not limited to revocation of probation,
22 parole, or supervised release in another case and suspension or
23 revocation of a professional license. Defendant understands that
24 unanticipated collateral consequences will not serve as grounds to
25 withdraw defendant's guilty plea.

26 8. Defendant understands that, if defendant is not a United
27 States citizen, the felony conviction in this case may subject
28 defendant to: removal, also known as deportation, which may, under

1 some circumstances, be mandatory; denial of citizenship; and denial
2 of admission to the United States in the future. The Court cannot,
3 and defendant's attorney also may not be able to, advise defendant
4 fully regarding the immigration consequences of the felony
5 conviction in this case. Defendant understands that unexpected
6 immigration consequences will not serve as grounds to withdraw
7 defendant's guilty plea. Defendant further understands that removal
8 and immigration consequences are the subject of a separate
9 proceeding and that no one, including defendant's attorney or the
10 Court, can predict to an absolute certainty the effect of
11 defendant's conviction on defendant's immigration status. Defendant
12 nevertheless affirms that defendant wants to plead guilty regardless
13 of any immigration consequences that this plea may entail, even if
14 the consequence is removal from the United States.

15 9. Defendant understands that defendant will be required to
16 pay full restitution to the victims of the offense to which
17 defendant is pleading guilty. Defendant agrees that, in return for
18 the USAO's compliance with its obligations under this agreement, the
19 Court may order restitution to persons other than the victims of the
20 offenses to which defendant is pleading guilty and in amounts
21 greater than those alleged in the count to which defendant is
22 pleading guilty. In particular, defendant agrees that the Court may
23 order restitution to any victim of any of the following for any
24 losses suffered by that victim as a result: (a) any relevant
25 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the
26 offenses to which defendant is pleading guilty; and (b) any counts
27 dismissed and charges not prosecuted pursuant to this agreement as
28 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in

1 connection with those counts and charges. The parties currently
2 believe that the applicable amount of restitution is at least
3 **\$2,123,442**, but recognize and agree that this amount could increase
4 based on facts that come to the attention of the parties prior to
5 sentencing.

6 FACTUAL BASIS

7 10. Defendant admits that defendant is, in fact, guilty of the
8 offense to which defendant is agreeing to plead guilty. Defendant
9 and the USAO agree to the statement of facts provided below and
10 agree that this statement of facts is sufficient to support a plea
11 of guilty to the charges described in this agreement and to
12 establish the Sentencing Guidelines factors set forth below but is
13 not meant to be a complete recitation of all facts relevant to the
14 underlying criminal conduct or all facts known to either party that
15 relate to that conduct.

16 Defendant stole from Ovation Medical and its principals
17 approximately \$2,123,442. As an employee of Ovation Medical,
18 defendant was issued a business credit card to use only for
19 business purchases. Defendant, however, intentionally used her
20 business credit card also for many personal purchases, such as
21 a Tiffany diamond ring and collectible sports cards, which she
22 did not disclose to her employer because she wanted to
23 permanently deprive her employer of the money she spent on
24 personal purchases using her employer's credit card. In
25 November, 2020, defendant transported stolen property and money
26 valued at over \$5,000 from California to Texas knowing that it
27 was stolen.

28 SENTENCING FACTORS

11. Defendant understands that in determining defendant's
sentence the Court is required to calculate the applicable
Sentencing Guidelines range and to consider that range, possible
departures under the Sentencing Guidelines, and the other sentencing

1 factors set forth in 18 U.S.C. § 3553(a). Defendant understands
2 that the Sentencing Guidelines are advisory only, that defendant
3 cannot have any expectation of receiving a sentence within the
4 calculated Sentencing Guidelines range, and that after considering
5 the Sentencing Guidelines and the other § 3553(a) factors, the Court
6 will be free to exercise its discretion to impose any sentence it
7 finds appropriate up to the maximum set by statute for the crimes of
8 conviction.

9 12. Defendant and the USAO agree to the following applicable
10 Sentencing Guidelines factors:

11 Base Offense Level: 6 U.S.S.G. § 2B1.1(a)(2)

12 Loss over \$1.5MM: +16 U.S.S.G. § 2B1.1(b)(1)

13 Defendant and the USAO reserve the right to argue that additional
14 specific offense characteristics, adjustments, and departures under
15 the Sentencing Guidelines are appropriate.

16 13. Defendant understands that there is no agreement as to
17 defendant's criminal history score or category.

18 14. Defendant and the USAO reserve the right to argue for a
19 sentence outside the sentencing range established by the Sentencing
20 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
21 (a)(2), (a)(3), (a)(6), and (a)(7).

22 WAIVER OF CONSTITUTIONAL RIGHTS

23 15. Defendant understands that by pleading guilty, defendant
24 gives up the following rights:

- 25 a) The right to persist in a plea of not guilty.
26 b) The right to a speedy and public trial by jury.
27 c) The right to be represented by counsel - and if
28 necessary have the court appoint counsel - at trial. Defendant

1 understands, however, that, defendant retains the right to be
2 represented by counsel - and if necessary have the court appoint
3 counsel - at every other stage of the proceeding.

4 d) The right to be presumed innocent and to have the
5 burden of proof placed on the government to prove defendant guilty
6 beyond a reasonable doubt.

7 e) The right to confront and cross-examine witnesses
8 against defendant.

9 f) The right to testify and to present evidence in
10 opposition to the charges, including the right to compel the
11 attendance of witnesses to testify.

12 g) The right not to be compelled to testify, and, if
13 defendant chose not to testify or present evidence, to have that
14 choice not be used against defendant.

15 h) Any and all rights to pursue any affirmative
16 defenses, Fourth Amendment or Fifth Amendment claims, and other
17 pretrial motions that have been filed or could be filed.

18 LIMITED WAIVER OF DISCOVERY

19 16. In exchange for the government's obligations under this
20 agreement, defendant gives up any right defendant may have had to
21 review any additional discovery.

22 WAIVER OF APPEAL OF CONVICTION

23 17. Defendant understands that, with the exception of an
24 appeal based on a claim that defendant's guilty pleas were
25 involuntary, by pleading guilty defendant is waiving and giving up
26 any right to appeal defendant's convictions on the offenses to which
27 defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18. Defendant agrees that, provided the Court imposes a term of imprisonment of no more than ten years, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; (e) the amount and terms of any restitution order, provided it requires payment of no more than \$5,000,000; and (f) the conditions of probation or supervised release imposed by the Court.

19. Defendant also gives up any right to bring a post-conviction collateral attack on the convictions or sentence, including any order of restitution, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing statutes, or statutes of conviction.

20. The USAO gives up its right to appeal any portion of the sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

21. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to

1 pursue any charge that was either dismissed or not filed as a result
2 of this agreement, then (i) any applicable statute of limitations
3 will be tolled between the date of defendant's signing of this
4 agreement and the filing commencing any such action; and
5 (ii) defendant waives and gives up all defenses based on the statute
6 of limitations, any claim of pre-indictment delay, or any speedy
7 trial claim with respect to any such action, except to the extent
8 that such defenses existed as of the date of defendant's signing
9 this agreement.

10 EFFECTIVE DATE OF AGREEMENT

11 22. This agreement is effective upon signature and execution
12 of all required certifications by defendant, defendant's counsel,
13 and an Assistant United States Attorney.

14 BREACH OF AGREEMENT

15 23. Defendant agrees that if defendant, at any time after the
16 signature of this agreement and execution of all required
17 certifications by defendant, defendant's counsel, and an Assistant
18 United States Attorney, knowingly violates or fails to perform any
19 of defendant's obligations under this agreement ("a breach"), the
20 USAO may declare this agreement breached. All of defendant's
21 obligations are material, a single breach of this agreement is
22 sufficient for the USAO to declare a breach, and defendant shall not
23 be deemed to have cured a breach without the express agreement of
24 the USAO in writing. If the USAO declares this agreement breached,
25 and the Court finds such a breach to have occurred, then: (a) if
26 defendant has previously entered a guilty plea pursuant to this
27 agreement, defendant will not be able to withdraw the guilty pleas,
28 (b) the USAO will be relieved of all its obligations under this

1 agreement, and (c) defendant will still be bound by defendant's
2 obligations under this agreement.

3 24. Following the Court's finding of a knowing breach of this
4 agreement by defendant, should the USAO choose to pursue any charge
5 that was either dismissed or not filed as a result of this
6 agreement, then:

7 a) Defendant agrees that any applicable statute of
8 limitations is tolled between the date of defendant's signing of
9 this agreement and the filing commencing any such action.

10 b) Defendant waives and gives up all defenses based on
11 the statute of limitations, any claim of pre-indictment delay, or
12 any speedy trial claim with respect to any such action, except to
13 the extent that such defenses existed as of the date of defendant's
14 signing this agreement.

15 c) Defendant agrees that: (i) any statements made by
16 defendant, under oath, at the guilty plea hearing (if such a hearing
17 occurred prior to the breach); (ii) the agreed to factual basis
18 statement in this agreement; and (iii) any evidence derived from
19 such statements, shall be admissible against defendant in any such
20 action against defendant, and defendant waives and gives up any
21 claim under the United States Constitution, any statute, Rule 410 of
22 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
23 Criminal Procedure, or any other federal rule, that the statements
24 or any evidence derived from the statements should be suppressed or
25 are inadmissible.

26 COURT AND PROBATION OFFICE NOT PARTIES

27 25. Defendant understands that the Court and the United States
28 Probation Office are not parties to this agreement and need not

1 accept any of the USAO's sentencing recommendations or the parties'
2 agreements to facts or sentencing factors.

3 26. Defendant understands that both defendant and the USAO are
4 free to: (a) supplement the facts by supplying relevant information
5 to the United States Probation Office and the Court, (b) correct any
6 and all factual misstatements relating to the Court's Sentencing
7 Guidelines calculations and determination of sentence, and (c) argue
8 on appeal and collateral review that the Court's Sentencing
9 Guidelines calculations and the sentence it chooses to impose are
10 not error, although each party agrees to maintain its view that the
11 calculations in the plea agreement are consistent with the facts of
12 this case. While this paragraph permits both the USAO and defendant
13 to submit full and complete factual information to the United States
14 Probation Office and the Court, even if that factual information may
15 be viewed as inconsistent with the facts agreed to in this
16 agreement, this paragraph does not affect defendant's and the USAO's
17 obligations not to contest the facts agreed to in this agreement.

18 27. Defendant understands that even if the Court ignores any
19 sentencing recommendation, finds facts or reaches conclusions
20 different from those agreed to, and/or imposes any sentence up to
21 the maximum established by statute, defendant cannot, for that
22 reason, withdraw defendant's guilty pleas, and defendant will remain
23 bound to fulfill all defendant's obligations under this agreement.
24 Defendant understands that no one -- not the prosecutor, defendant's
25 attorney, or the Court -- can make a binding prediction or promise
26 regarding the sentence defendant will receive, except that it will
27 be within the statutory maximum.

NO ADDITIONAL AGREEMENTS

28. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

TRACY L. WILKISON
United States Attorney

March 31, 2022

ANDREW BROWN
Assistant United States Attorney

Date

ALLISON MICHELLE SMITH
Defendant

Date

ALAN LISNER
Attorney for Defendant
ALLISON MICHELLE SMITH

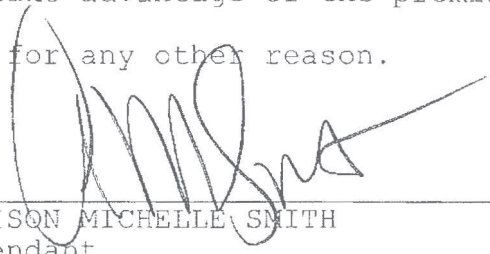
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I

amb

1 understand the terms of this agreement, and I voluntarily agree to
 2 those terms. I have discussed the evidence with my attorney, and my
 3 attorney has advised me of my rights, of possible pretrial motions
 4 that might be filed, of possible defenses that might be asserted
 5 either prior to or at trial, of the sentencing factors set forth in
 6 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,
 7 and of the consequences of entering into this agreement. No
 8 promises, inducements, or representations of any kind have been made
 9 to me other than those contained in this agreement. No one has
 10 threatened or forced me in any way to enter into this agreement. I
 11 am satisfied with the representation of my attorney in this matter,
 12 and I am pleading guilty because I am guilty of the charges and wish
 13 to take advantage of the promises set forth in this agreement, and
 14 not for any other reason.

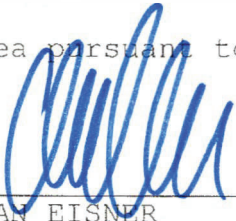
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 16 ALLISON MICHELLE SMITH
 17 Defendant

18 Date 3/29/22

19 CERTIFICATION OF DEFENDANT'S ATTORNEY

20 I am ALLISON MICHELLE SMITH's attorney. I have carefully and
 21 thoroughly discussed every part of this agreement with my client.
 22 Further, I have fully advised my client of my client's rights, of
 23 possible pretrial motions that might be filed, of possible defenses
 24 that might be asserted either prior to or at trial, of the
 25 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
 26 Sentencing Guidelines provisions, and of the consequences of
 27 entering into this agreement. To my knowledge: no promises,
 28 inducements, or representations of any kind have been made to my
 client other than those contained in this agreement; no one has

1 threatened or forced my client in any way to enter into this
2 agreement; my client's decision to enter into this agreement is an
3 informed and voluntary one; and the factual basis set forth in this
4 agreement is sufficient to support my client's entry of a guilty
5 plea pursuant to this agreement.

6 
7
8 ALAN EISNER
9 Attorney for Defendant
ALLISON MICHELLE SMITH

3.29.2022
Date